

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JONATHAN LALEWICZ,

Plaintiff,

-v-

WARNERMEDIA DIRECT, LLC,

Defendant.  
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24-CV-6173 (JMF)

ORDER


JESSE M. FURMAN, United States District Judge:

During oral argument yesterday, the Court asked defense counsel how the “so long as” clause in the parties’ agreements would apply where a plaintiff brought a non-removable case in small claims court and, after losing, appealed the judgment to a court of general jurisdiction. Counsel responded that, in that scenario, the mandatory arbitration provision would kick in, and the defendant could bring a petition to compel arbitration in New York court; it would then be up to the arbitrator to decide what that arbitration looked like — i.e., whether it was in the nature of an appeal or de novo proceedings, whether to give preclusive effect to the judgment, etc.

The Court has been unable to find a case in which an arbitration agreement has been construed in this manner — that is, to limit the parties’ ability to compel arbitration until after a judgment has been obtained on the merits in a court. Accordingly, **no later than March 4, 2025**, Defendant shall file a supplemental brief, not to exceed five pages, citing and discussing authority that supports that construction of the agreement — namely, authority that suggests arbitration after a judgment in court is a creature known to the law and shedding light on what arbitration would entail in those circumstances. Plaintiffs may file a response, in the form of a supplemental brief not to exceed five pages, **by March 11, 2025**.

SO ORDERED.

Dated: February 25, 2025  
New York, New York

  
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JESSE M. FURMAN  
United States District Judge